UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

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U.S. BANKRUPTCY COURT NORTHERN DIST OF MISS

IN RE: WILLIAM DEAN REESE, JR. and MELISSA D. REESE

DEBTOR(S)

REPUBLIC FINANCE, LLC
SOUTHAVEN, MISSISSIPPI

CREDITOR

CASE NO.: 05-14052

CHAPTER 7

REAFFIRMATION AGREEMENT

I, the Debtor (and Co-Debtor, if any) having filed a voluntary petition in Bankruptcy on 06/13/05 Case Number 05-14052, Northern District of Mississippi, hereby reaffirm my indebtedness with Republic Finance, LLC (called "you"), bearing Account Number 64098/44669 signed by me on 12/16/04 which is secured by a 1994 Honda Accord [See Exhibits 1 - 2 Attached.], and has a balance as of 07/12/05 of $ 1,095.00, (including attorney's fees of $ 75.00). **I understand that I an not legally obligated to reaffirm this obligation. In reaffirming, I agree to be bound by all the terms and conditions of the original obligation and waive discharge of this debt.** The monthly payment of said amount is $ 85.00, payable on the 1st day of each month beginning on 08/01/05. Past due amounts shall be paid as follows:

It is agreed and understood as follows:

1. This Agreement will not be enforceable until requirements of 11 U.S.C. Sections 524(c) and (d) have been met.

2. This agreement may be rescinded by me at any time prior to discharge or within sixty days after it is filed with the Court, which ever occurs later, by giving notice of rescission to you. This agreement is not required under Title 11 of the United States Code, under non-bankruptcy law, or under any agreement not in accordance with the provisions of 11 U.S.C. Section 524.

3. If the debt being reaffirmed is secured by any collateral, then it is agreed that I shall during the interim period until this Agreement is enforceable, and thereafter, remain in possession of the collateral, which collateral is described in the instruments previously executed. Provided, however, that I agree to surrender possession of said collateral to you immediately upon (a) my failure to furnish sufficient proof of insurance, make each payment when due or otherwise comply with any term of this Agreement or any term of the instruments previously executed, or (b) rescission of this Agreement prior to its becoming enforceable.

4. If this Agreement is rescinded, I agree that you shall retain all payments made prior to rescission.

Executed this 13th **day of** July, **2005**.

I hereby declare that I represent the debtor(s) during the negotiations of this Agreement, and it represents a fully informed and voluntary agreement by the Debtor(s) and does not impose an undue hardship on the Debtor(s) or a dependent of the Debtor(s), and that I fully advise the Debtor(s) of the legal effect and consequences of this Reaffirmation Agreement and of any default under this Reaffirmation Agreement.

[signature]
COUNSEL FOR DEBTOR(S) Stacy N. Greene

Date: July 13, 2005

[signature]
DEBTOR William Dean Reese, Jr.

DEBTOR

[signature]
COUNSEL FOR CREDITOR William J. Davis

APPROVED:

REPUBLIC FINANCE, LLC
CREDITOR

BY: [signature]

POSITION: [signature]

COMBINATION PROMISSORY NOTE, TRUTH IN LENDING DISCLOSURE STATEMENT AND SECURITY AGREEMENT

Direct Precomputed Interest
Mississippi Small Loan Regulatory Law
Not for Use with Section 32 Loans

Date: 12/16/2004

Account No.: 64098/44689

BORROWER: William Reese
(Print Full Name)
3153 Quartz Drive (Street No.) Hernando (City) Desoto (County) MS (State) 38632- (Zip)

CO-BORROWER:
(Print Full Name)
(Street No.) (City) (County) (State) (Zip)

LENDER: Republic Finance, LLC 576 East Goodman Rd, Southaven, MS 38671
(Name) (Street No.) (City) (County) (State) (Zip)

Property: My loan is secured by the following items, as provided in the Security Agreement on the reverse:
1994 Hond Accord JHMCD5637RC050484, $4450

, with any additional collateral described on Schedule A.

Additionally, I affirm that the values indicated above for the collateral securing my loan are correct.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my loan as a yearly rate.	The dollar amount my loan will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
39.67 %	$ 407.87	$ 1,139.05	$ 1,546.92

NOT APPLICABLE UNLESS CHECKED

Payment Schedule: My loan is repayable as follows:

Number of Payments	Amount	When Payments Are Due
An Initial Installment Payment of:	$ 101.92	Due on 02/01/2005
17 Equal Installment Payments of:	$ 85.00	On the same day of each month thereafter.

Late Payment: If a payment is more than 15 days late, I will be charged 4% of the delinquent amount or $5.00, whichever is greater.

Prepayment: If I payoff early: [X] I may be entitled to a refund of part of the Finance Charge. [ ] I may have to pay a penalty.

Security Interest: My loan is secured by the following property: [ ] The goods or property being purchased with the loan proceeds. [ ] Certain Household Goods [ ] Mobile Home(s) [X] Motor Vehicle(s) [ ] Unsecured [ ] Collateral securing other loans with us may also secure this loan. [ ] Other Collateral (brief description):

[ ] Real Estate located at:

Credit Insurance: Credit life insurance and credit disability insurance are not required in order to obtain this loan and will not be provided unless I sign below. I have the option of voluntarily electing to purchase credit insurance through you.

Insurance Type	Premium	Term	Signature: I (we) want voluntary credit life and/or disability insurance as indicated by the signature below.
Credit Life Insurance [ ] Single [ ] Decreasing [ ] Joint [ ] Level	$ 0.00	0 Mos.	
Credit Disability Insurance Rider (single)	$ 0.00	0 Mos.	

[ ] **Motor Vehicle Property Insurance:** I may purchase required property insurance on my motor vehicle securing this loan through any person of my choice acceptable to you. If I choose to purchase required property insurance from you, the cost will be $0.00 for a term of 0 months.

[ ] **Property Insurance (Non Motor Vehicle):** I may purchase required property insurance on my personal property (non-motor vehicle) securing this loan through any person of my choice acceptable to you. If I choose to purchase required property insurance from you, the cost will be $0.00 for a term of 0 months.

[ ] **Property Insurance (Real Estate):** I may purchase required property insurance on my real estate securing this loan through any person of my choice acceptable to you. If I choose to purchase required property insurance from you, the cost will be $0.00 for a term of 0 months.

[ ] **Assumption Policy:** If secured by real estate, a subsequent purchaser of my dwelling financed under this loan may not be permitted to assume the loan on its original terms.

Contract Reference: I should look to my Note, Security Agreement, Mortgage or Deed of Trust for additional information about non-payment, default, your right to accelerate payment, and prepayment rebates.

"e"=estimate

Itemization of the Amount Financed

[EXHIBIT 1]

(A) Amount Paid Directly to Me (cash advance)	$ 1,135.05
(B) Amount Credited To My Existing Loan(s) with You	$ 0.00
(C) Amounts Paid to You for:	
(1) Closing Fee	$ 30.94
(2)	$ 0.00
(D) Amounts Paid to Others on My Behalf *(We and/or our affiliates may receive and retain a portion of these amounts)*	
(1) To Insurance Companies for:	
(a) Credit Life Insurance	$ 0.00
(b) Single Disability Insurance	$ 0.00
(c) Property Insurance (motor vehicle)	$ 0.00
(d) Property Insurance (non-motor vehicle)	$ 0.00
(e) Property Insurance (real estate)	$ 0.00
(f) Total Insurance Premiums	$ 0.00
(2) Amounts Paid to Public Officials for:	
(a) Filing and Termination Fees	$ 4.00
(b)	$ 0.00
(c)	$ 0.00
(d)	$ 0.00
(e)	$ 0.00
(f) Total Recording Fees	$ 4.00
(3) Amounts Paid to	$ 0.00
(4) Amounts Paid to	$ 0.00
(5) Amounts Paid to	$ 0.00
(6) Amounts Paid to	$ 0.00
(7) Amounts Paid to	$ 0.00
(E) (Less) Prepaid Finance Charges	$ 30.94
(F) Amount Financed (Sum of A through D minus E)	$ 1,139.05

State Contract Rate 35.89 % per annum

PROMISSORY NOTE ("Note")

Contract Charge $ 376.93

PROMISE TO PAY: I promise to pay to your order (to pay to the order of the Lender) at your offices in Southaven, Mississippi, the sum of One Thousand Five Hundred Forty-Six and 92/100 ($ 1,546.92) DOLLARS, as agreed in the above Payment Schedule.

ADDITIONAL PROMISSORY NOTE TERMS AND CONDITIONS AND SECURITY AGREEMENT CONTINUED ON REVERSE

I (We) acknowledge receipt of a completed copy of this Disclosure Statement, Promissory Note and Security Agreement and agree to their terms and conditions (as continued on reverse). I (We) authorize you to make disbursements as itemized above. **The obligations and related claims of the parties to this combination Promissory Note, Security Agreement, and Disclosure Statement, are subject to an arbitration agreement signed as part of this transaction.**

WITNESS

BORROWER William Reese

WITNESS

CO-BORROWER

FRM2511 04/04

ORIGINAL

64098-4419

CERTIFICATE OF TITLE

STATE OF MISSISSIPPI

VEHICLE IDENTIFICATION NUMBER
JHMCD5637RC050484

TITLE DATE: 01112005
DATE OF FIRST SALE FOR USE NEW ONLY:

MAKE: HOND
YEAR: 1994
MODEL: ACC
BODY: 4D
NO. CYL.: 04
NEW/USED: X
TYPE OF VEHICLE: PASS
PASS OR GVW: 000

TITLE NUMBER: C394555-02
ORIGINAL

OWNER
DEAN REESE W
3153 QUARTZ DRIVE
HERNANDO MS 38632

ODOMETER - TENTHS NOT INCLUDED
00000D
EXEMPT FROM DISCLOSURE REQUIREMENTS

1ST LIENHOLDER (OR OWNER IF NO LIEN)
REPUBLIC FINANCE INC
P O BOX 807
SOUTHAVEN MS 38671

MO | DATE DAY | YR.
12/16/2004

2nd LIENHOLDER

MO | DATE DAY | YR.

LIEN SATISFACTION —
THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN ______________________ (LIENHOLDER) BY ______________________ (SIGNATURE AND TITLE)

THIS ________ DAY OF ______________________, 20 ____

2ND LIEN ______________________ (LIENHOLDER) BY ______________________ (SIGNATURE AND TITLE)

THIS ________ DAY OF ______________________, 20 ____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS
THE 11 DAY OF JANUARY 2005
20 ____

05010246022

01480
STATE TAX COMMISSION

CONTROL NUMBER
13291217

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests herein set forth and such liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

[EXHIBIT 2]